



PO Box 24610  
Oklahoma City, OK 73124-0610

9/14/2016

HAZEL WEBBER  
SHAWN D WEBBER  
1609 BURCH CIRCLE DR  
NECEDAH, WI 54646-8257

Lower Your Monthly Payment by  
**\$509.09!!**

1609 BURCH CIRCLE DR  
NECEDAH, WI 54646

Dear HAZEL WEBBER and SHAWN D WEBBER:

**GREAT NEWS** from Caliber Home Loans! Caliber has reviewed your account and determined that you qualify for a loan modification with a lower, more affordable monthly payment. If you decide to accept the enclosed loan modification offer, you can expect the following exciting changes to your loan.\*

Current Monthly Mortgage Payment: \$1,640.71  
Proposed Monthly Payment: \$1,131.62  
Monthly Payment Reduction: \$509.09

You already qualify for this offer, so accepting is easy! Carefully read and follow these two simple steps:

1. Review the enclosed Loan Modification Agreement and if you agree to the terms and conditions, then:
  - a. Have all original borrowers sign and date the agreement in front of a witness.
  - b. Have the witness also sign where noted (this is very important; we may delay the final processing of the modification if this is missing).
  - c. Borrower(s) must be in the presence of a notary the same day the documents are signed and dated (if required).
2. Using the enclosed prepaid envelope, return to us:
  - a. A good faith payment in the amount of \$1,131.62 in the form of certified funds or money order which will be applied towards the total amount due on your loan once the modification is processed.
  - b. Original signed Loan Modification Agreement (make a copy for your records).

Note that all proposed payments include taxes and insurance, regardless of your prior payment arrangement. In addition, we will defer delinquent escrow balances due in the amount of \$8,205.06 if you accept this offer. This is a limited time offer, so you must return the signed Loan Modification Agreement to Caliber by no later than 9/30/2016.

Caliber remains committed to working with our borrowers, so please contact us with any questions or to discuss other potential alternatives. Our modification specialists are available to help you with any questions, Monday through Friday, 8:00 AM – 7:00 PM Central Time at 1-800-401-6589.

SPOC Department  
Caliber Home Loans, Inc.

\* Reduction in monthly payments will be accomplished through a deferral and/or forgiveness of outstanding balances as set forth in the Modification Agreement. Borrower(s) is informed that forgiveness of principal may have adverse credit and legal consequences and may result in taxable income to Borrower(s).

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.** If your debt has been discharged in bankruptcy or you are subject to an automatic stay in a bankruptcy proceeding, Caliber Home Loans, Inc. acknowledges that you may not be liable for this debt, and this communication is being sent for informational purposes only.

This document was prepared by: Caliber Home Loans Inc.

**LOAN MODIFICATION AGREEMENT – LIMITED TERM INTEREST ONLY**

**Important Information: Your Interest-Only Modification includes risks not found in other types of loan modifications.**

**To the Borrower:** This Agreement contains changes in terms which affect your Loan secured by the Property identified below. This is a legal obligation and you should read and understand the terms of this Agreement before you sign it.

This Agreement (the "Agreement") is dated as of 9/14/2016 but effective as of the Modification Effective Date defined herein, by and between HAZEL WEBBER and SHAWN D WEBBER (collectively, the "Borrower" or "you") and Caliber Home Loans, Inc. (the "Servicer"), on behalf of the current owner of your loan (the "Lender").

**RECITALS:**

- A. Borrower has a mortgage loan, account number [REDACTED] (the "Loan"). This loan is secured by property commonly referred to as 1609 BURCH CIRCLE DR NECEDAH, WI 54646 (the "Property").
- B. Borrower signed the following documents in connection with the Loan:
  - Note dated 4/25/2007 in the original amount of \$202,410.00 (the "Note").
  - Mortgage, Security Deed, or Deed of Trust on the Property, recorded in real property records of JUNEAU County, WI (the "Security Instrument"), with an original stated maturity date of 5/1/2047.
  - The Note and the Security Instrument, together with all documents executed in relation to the Note and the Security Instrument, and in addition to any loan modification previously entered into by Borrower, are called the "Loan Documents".
- C. Borrower and Servicer want to modify the terms of the Note and Security Instrument.

In consideration of the foregoing Recitals and the terms, conditions, representations and warranties, and mutual covenants and agreements herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Servicer (collectively, the "Parties"), mutually agree as follows:

1. **Conditions to Effectiveness of Agreement.**
  - a. This Agreement will only be effective after Borrower signs and returns a signed original of this Agreement to Servicer on or before 9/30/2016.
  - b. Borrower makes payments as set forth in this Agreement.
2. **Modification of the Loan Documents**

If the conditions of this Agreement are satisfied, then the Loan is modified as follows:

- a. **Modification Period:** This modification will take effect on 10/1/2016 (the "Modification Effective Date"). The first modified payment under this Agreement will be due on 11/1/2016 (the "First Modification Payment Date") and the last modified payment will be due on 10/1/2021.
- b. **Term Extension:** The term of the Note has been extended and the new maturity date of the Loan will be 11/1/2056.
- c. **Modified Principal Balance:** On the Modification Effective Date, the unpaid principal balance payable under the Note is \$160,781.60 (the "Unpaid Principal Balance").
- d. **Modified Monthly Payment Amount:** You promise to make modified monthly INTEREST-ONLY payments in an amount set forth in the table below for a 60 month period beginning with the first interest-only payment due on 11/1/2016 and ending with the last interest-only payment due on 10/1/2021 (the "Interest-Only Period"). During the 60 month Interest-Only Period, the total modified monthly payment amount will include monthly interest-only payments and may include any monthly escrow payments (to the extent Servicer will pay escrowed amounts) and monthly payments for Ancillary Amounts, as identified below.

At the end of the Interest-Only Period, Borrower promises to make monthly post-modification PRINCIPAL-AND-INTEREST payments beginning with the first payment due after 10/1/2021 and ending on the Maturity Date (the "Principal-and-Interest Period"). During the Principal-and-Interest Period, the total post-modification monthly payment amount will include monthly principal-and-interest payments and may include any monthly escrow payments (to the extent Servicer will pay escrowed amounts).

- e. **Interest Rate:** Interest will be charged on the Modified Unpaid Principal Balance beginning on the Modification Effective Date at a modified rate of 4.0%. Monthly interest-only payments during that period will be based on this modified rate. During the Post-Modification Period, interest will be accrued on the Modified Unpaid Principal Balance at the rate set forth in the Loan Documents. Monthly principal-and-interest payments will be based on such rate set forth in the Loan Documents. If the Loan has an adjustable rate feature, the interest rate under the Note may be higher at the end of the Modification Period than it was at the beginning of the Modification Period, causing the monthly principal-and-interest payments to be higher.
- f. **IMPORTANT INFORMATION RELATING TO YOUR INTEREST-ONLY LOAN MODIFICATION:** An interest-only modification allows you to pay only the interest on the Unpaid Principal Balance during the Interest-Only Period. During the Interest-Only Period, your monthly payments will not reduce the amount of principal you owe on your Loan. In other words, at the end of the Interest-Only Period, you will owe the same amount of principal that you did at the start of the Interest-Only Period unless you make additional payments to reduce the amount you owe during the Interest-Only Period. Depending upon other modifications to your Loan, your monthly payment after the Interest-Only Period will likely significantly increase and may be higher than the monthly payment due under the Loan Documents.
- g. **Deferred Amounts:** We have agreed to defer your obligation to pay the following amounts

(the "Deferred Amounts"):

Deferred Principal: \$0.00  
Deferred Amounts Other Than Principal: \$49,803.65

Deferred Amounts do not accrue interest. The Deferred Amounts will be due at the earlier of payment in full of the Note or the Maturity Date. If you sell the Property or refinance the Loan, you will be required to pay this Deferred Amount in addition to any other amounts due at that time. Otherwise, these amounts are due on the Maturity Date and are required to be paid at or before that time. This means that if you make all the payments required by this Agreement, you will still owe the Deferred Amount to Servicer. The Deferred Amount may result in a significantly higher monthly payment on the Maturity Date.

Summary of Modified Monthly Payments During Interest Only Period:

Unpaid Principal Balance:	\$160,781.60
Modified Interest Rate:	4.0%
Modified Monthly Interest Only Payment:	\$535.94
Monthly Escrow Payment (Taxes and Insurance)*:	\$595.68
<b>Total Modified Monthly Payment:</b>	<b>\$1,131.62</b>
Uncollected Fees and Uncollected Late Charges**:	\$324.88
<b>First Modification Payment Date:</b>	<b>11/1/2016</b>

\* Your Monthly Escrow Payment is an amount calculated in accordance with the Loan Documents, and Federal and State law. This amount may change from time to time if escrow items (taxes and insurance) increase or decrease.

\*\* Uncollected Fees and Uncollected Late Charges include \$324.88 in fees and/or charges other than Ancillary Amounts that have been assessed to your account. Uncollected Fees and Late Charges DO NOT ACCRUE INTEREST, but will remain on your account following the processing of your loan modification. PAYMENT IS NOT REQUIRED UNTIL THE MATURITY DATE OF THE LOAN OR THE DATE YOU PAY OFF THE LOAN. Payment of these amounts before either of those dates is up to you, and nonpayment will not affect the status of your account.

3. **Events of Default.** A default under the terms of this Agreement constitutes a default under the terms of the Loan Documents. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the modified payments hereunder.
4. **Additional Covenants and Agreements.**

The Parties further agree to and acknowledge each of the following:

- A. All persons who signed the Loan Documents must sign this Agreement in person or by an authorized representative, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) Servicer has waived this requirement in writing. Borrower, by signing this Agreement, will be presumed to have read this Agreement and understand the terms of this Agreement.
- B. This Agreement supersedes the terms of any modification, forbearance, trial period plan or other workout plan that Borrower may have or have had in the past with Servicer or any prior servicer.
- C. Except as specifically modified by this Agreement, the terms of the Loan Documents remain in full force and effect, and are duly valid, binding agreements, enforceable in accordance with their terms. This Agreement does not replace or release any terms in the Loan Documents, except as specifically modified by this Agreement. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents.
- D. Borrower may not assign, and no person may assume, Borrower's rights under this Agreement or the Loan Documents without the prior written consent of the Servicer.
- E. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- F. If Servicer makes advances for payment of taxes or insurance, accrues interest, or posts late or other fees or expenses to the Loan, each of which is permissible under the Loan Documents to add to amounts outstanding under the Note, between the date Servicer generates this Agreement and the First Modification Payment Date, then these amounts will either become Deferred Amounts under the Loan Documents, or will be offset with a portion of Good Faith funds, if applicable. Any addition of Deferred Amounts or offset of advances pursuant to this section will be reflected on Borrower's periodic statement.
- G. Borrower will execute such other documents or papers as may be reasonably necessary or required to either (i) consummate the terms and conditions of this Agreement, or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided to Borrower for Borrower's signature. At the option of the Lender, if Borrower elects not to sign any such corrective documentation, the terms of the operative Loan Documents will continue in full force and effect, and such terms will not be modified by this Agreement.

H. This Agreement constitutes notice that any waiver by Servicer as to payment of taxes, insurance and other escrow items has been revoked. Borrower agrees and understands that Borrower will be required to pay certain escrow amounts as required by Servicer in accordance with applicable Federal and state law.

**5. No Waiver.**

Except as specifically provided herein, the Security Instrument shall remain unaltered and in full force and effect and is hereby ratified and confirmed by the Parties hereto. This Agreement shall not constitute a novation of the Security Instrument. The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any party under the Security Instrument.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge:** If you are a debtor presently subject to a proceeding in Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy Court, this communication is not an attempt to collect debt but is sent for informational purposes only.

In Witness Whereof, Servicer and Borrower have executed this Modification Agreement as of the dates indicated below.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Agreement:

<p style="text-align: center;"><b>IMPORTANT INFORMATION YOUR SIGNATURE BELOW CONFIRMS:</b></p> <p><b>(1) YOUR UNDERSTANDING OF THE TERMS OF THIS MODIFICATION AND THAT YOUR PAYMENT MAY INCREASE GREATLY AT THE END OF YOUR 60 MONTH MODIFICATION TERM;</b></p> <p><b>(2) THAT YOU HAVE REQUESTED THIS MODIFICATION IN ORDER TO KEEP OWNERSHIP OF YOUR HOME; AND</b></p> <p><b>(3) THAT IF YOUR PAYMENT INCREASES AT THE END OF YOUR MODIFICATION TERM, YOU BELIEVE YOU WILL BE ABLE TO MAKE THE GREATER PAYMENT AMOUNT.</b></p>
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Hazel Webber

HAZEL WEBBER

1609 Burch Circle Dr.

Address Neenah, WI 54646

Date: 10/2/2016

Shawn D Webber

SHAWN D WEBBER

1609 Burch Circle Dr

Address Neenah, WI 54646

Date: 10/2/2016



Witness Signature

Zach Webber

Printed Witness Name



Witness Signature

Jeff Nelson

Printed Witness Name

Sadie Webber

Witness Signature

Sadie Webber

Printed Witness Name

Address

Date: \_\_\_\_\_

Account Number: 

Caliber Home Loans, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

## UNDERSTANDING YOUR INTEREST-ONLY LOAN MODIFICATION AGREEMENT

### Important Mortgage Loan Information - Please Read Carefully

Interest-Only loan modifications have risks that other loan modifications do not have. This disclosure provides you with important information regarding your Interest-Only Loan Modification. Never sign any loan document unless you are sure you understand it.

Below is a table **ESTIMATING** your monthly mortgage payments under the Interest-Only Loan Modification ("Interest- Only Modification"):

Payment Period	Interest Rate	Interest Rate Change Date	Monthly Principal Payment Amount	Monthly Interest Payment Amount	Total Monthly P&I Payment	Estimated Monthly Escrow Payment Amount	Total Monthly Payment*	Payment Begins On
Interest-Only Loan Modification Period Payment	4.0%	10/1/2016	\$0.00	\$535.94	\$535.94	\$595.68 May adjust periodically	\$1,131.62	11/1/2016
Post-Modification Payment	8.0%	10/1/2021	\$69.63	\$1,072.34	\$1,141.97	May adjust periodically	May adjust periodically	11/1/2021

\* The Total Monthly Payment does not include Ancillary or other outstanding costs and fees. Ancillary fees include some or all of the amounts that the Servicer has advanced for real property taxes and/or insurance on your property. Estimated monthly escrow will adjust annually if your taxes or insurance premiums change.

\*\* The Post-Modification rate change is based upon the maximum allowable annual rate adjustment and rate floor, if

applicable, as set forth in your loan documents. Your actual interest rate and monthly payment may differ based on market fluctuations.

### **SUMMARY OF KEY INTEREST-ONLY MODIFICATION PROVISIONS:**

- The interest rate during the Interest-Only Modification period is fixed at 4.0%.
- **Your Monthly Payment Will Increase After the Interest-Only Period.** Your monthly payment will increase beginning with monthly payment #61. Even if interest rates stay the same, your new monthly payment will be higher unless you have made additional payments towards principal reduce the amount you owe. Your monthly payment will be higher because (i) You will have to start paying back principal as well as interest, and in most cases, (ii) Your interest rate will increase. **Such payment increase may be substantial. You should therefore plan for adjustments accordingly**
- **Your Monthly Payment Will Not Reduce the Amount You Owe.** An interest-only modification allows you to pay only the interest on the Unpaid Principal Balance during the Modification Period. Your monthly payment during the Interest-Only Modification period does not include principal and will not reduce the amount you owe on your loan. In other words, at the end of the interest-only period set forth in your Loan Modification Agreement, you will owe the same amount of

principal that you did at the start of the interest only period unless you make additional payments towards principal to reduce the amount you owe during the interest-only period.

Caliber Home Loans, Inc. is committed to helping you retain your home. If you have any questions regarding the Interest-Only Modification or are interested in other available loss mitigation alternatives, you may contact Caliber's Loss Mitigation Department at 1-800-401-6587 for additional information.